Signed contract
30 Jan 85

JOINT VENTURE AGREEMENT

AGREEMENT, made and entered into by and between POINT FOUNDATION, a non-profit California corporation, with principal offices in Sausalito, California ("Point"), and NETWORK TECHNOLOGIES INTERNATIONAL, INC., a Michigan corporation with principal offices in Ann Arbor, Michigan ("NETI") (collectively, the "Joint Venturers") effective as of the latest date stated on the signature page.

The Joint Venturers hereby agree as follows:

ARTICLE I
ORGANIZATION OF THE JOINT VENTURE

1.01 Formation. The Joint Venturers hereto agree to form, and by execution of this Agreement, do hereby enter into a Joint Venture ("Joint Venture") for the purpose of accomplishing the objectives described in Article II.

1.02 Name. The Joint Venture shall be named "Whole Earth Access Link."

1.03 Principal Office. The principal office of the Joint Venture shall be at 27 Gate Five Road, Sausalito, CA 94965. The Joint Venture may maintain such other offices in California or elsewhere as the Joint Venturers shall deem advisable. The principal office of the Joint Venture may be changed to such other location as the Joint Ventures may choose.

ARTICLE II
PURPOSE AND DESCRIPTION OF THE JOINT VENTURE

2.01 Purpose. The Joint Venture is established to create, develop and market an online communications and data retrieval service for modem users in the Northern California area and elsewhere.

2.02 Description of Online Service. The online services will include one or more of the following: computer conferences, electronic mail, databases, online shopping and order entry services, educational programs, games, and/or other electronic services.

2.03 Responsibilities of Joint Venturers.

(a) NETI will assume responsibilities as follows: providing initial host computer resources, including CPU, disk storage, necessary software and data communication network resources, billing until such time as the joint venture has on-site facilities for billing, plus initial contribution to capital of the Joint Venture of $40,000 increasing to a total of $90,000 if monthly revenue and net income performance standards as noted on Schedule A, attached, are attained.

(b) Point will assume responsibilities as follows: recruiting and contracting with discussion leaders of computer conferences, developing such new services as databases and shop-at-home services for the user audience, developing a distribution network for the product, developing and distributing product documentation, selling the online product and documentation, all accounting functions, paying bills, credit and collection, managing bank accounts, billing once the joint venture has on-site computer facilities, preparing monthly accrual basis financial statements, preparing annual budget and tax return, monitoring conferences, providing support services to distributors and retailers, and for preparing periodic progress reports as requested by the management of the Joint Venturers.

ARTICLE III
TERM OF JOINT VENTURE

3.01 Formation. The Joint Venture will be formed in January, 1985 effective as of January 1, 1985.

3.02 Duration. The Joint Venture will continue perpetually unless dissolved under the provisions of this Joint Venture Agreement.

3.03 Early Termination. The Joint Venture may be terminated thirty (30) days after either Joint Venturer has notified the other of its intent to terminate. A registered-mail letter signed by an officer of either corporation will constitute a notice to terminate.

3.04 Bankruptcy. The Joint Venture may be terminated immediately by either Joint Venturer if the other Joint Venturer (i) makes an assignment for the benefit of creditors, (ii) becomes insolvent, (iii) is a debtor in any proceedings under state or federal bankruptcy or reorganization laws, (iv) discontinues its business or otherwise ceases business operations.

ARTICLE IV
CAPITAL CONTRIBUTION AND ADVANCES TO JOINT VENTURE

4.01 Initial Contributions. NETI will provide cash contributions to capital of the Joint Venture according to the schedule shown in Schedule A. Cash contributions to capital of up to $90,000 will be made by NETI to the Joint Venturer.

These contributions to capital will be dependent upon the Joint Venture realizing the revenues in Schedule A, and dependent upon the timely receipt of monthly financial statements by NETI.

Cash will be transferred to the bank account of the Joint Venture on the payment dates shown in Schedule A.

ARTICLE V
PROFITS AND LOSSES AND PROPERTY

5.01 Determination of profits and Losses. The Joint Venture profits and losses shall be determined in accordance with generally accepted accounting principles by the Venture's Certified Public Accountant. The determination shall be made as of the close of business on December 31 of each year, or such other date as mutually agreed by the Joint Venturers.

5.02 Division Among Joint Venturers. The net profit or loss of the Joint Venture and all items of income and expense shall be divided equally between the Joint Venturers. Any cash contributions needed in excess of $90,000 (paragraph 4.01) will be contributed equally to the Joint Venturers.

ARTICLE VI
NET CASH FLOW

6.01 Definition. Cash surplus is total cash at the end of the month in excess of $10,000 or such other amount as may be mutually agreed to by the management of the Joint Venturers.

6.02 Distribution. All surplus cash at the end of each month will be used first to repay all outstanding loans, and contributions to the initial $90,000 capital from NETI to the Joint Venture. After these amounts and contributions to capital have been paid, any remaining excess cash shall be distributed to the Joint Venturers equally.

ARTICLE VII
MANAGEMENT AND OPERATIONS

7.01 Management. Each Joint Venturer shall appoint a representative and such representatives shall have equal authority in the management of the Joint Venture. Management of the routine business of the Joint Venture shall be assigned solely to Point.

7.02 Expenses of the Joint Venture. The Joint Venture will compensate all management, staff and contractors for all reasonable, budgeted expenses out of Joint Venture funds. It is understood that some of the management expenses set forth in the routine business of the joint venture. Expenses must be included in an annual budget which must be approved by managements of the Joint Venturers; a copy of the budget for calendar year 1985 is attached hereto as exhibit A. Any non-budgeted costs or costs in excess of budgeted amounts must be approved by NETI and Point before obligations are incurred and funds expended.

7.03 Bank Account. All Joint Venture funds shall be deposited in its name in such checking or interest-bearing accounts as shall be determined by Point.

7.04 Transactions. All agreements, transactions and assets shall be executed, performed and owned in the name of the Joint Venture.

7.05 Financial Statements. Monthly accrual basis financial statements will be prepared and available to the Joint Venturers within 15 days after the end of each month.

7.06 Borrowing. No funds may be borrowed in the name of the Joint Venture without prior written approval of the Treasurer of NETI and the Financial Officer of Point.

ARTICLE VIII
ACCOUNTING

8.01 Fiscal Year. For purposes of accounting and for income tax reporting, the Joint Venture fiscal year shall end on the thirty-first (31st) day of December.

8.02 Accounting Method. The books of the Joint Venture shall be kept on an accrual basis.

8.03 Books of Account. The Joint Venture shall maintain adequate books of account at its principal office. Each Joint Venturer shall have access to such books of account at all times.

ARTICLE IX
NEW ORGANIZATION

9.01 Formation of New Organization. Under the terms of this Joint Venture Agreement, a new organization is hereby formed. This organization shall be equally owned by the Joint Venturers.

ARTICLE X
RIGHT OF FIRST REFUSAL

10.01 Without the prior written consent of the other joint venturer, a joint venturer's interest in the joint venture shall not be transferred, assigned, pledged, hypothecated, encumbered, or otherwise disposed of in whole or in part without complying with section 10.02 of this agreement. The attempted transfer of an interest in the joint venture which does not comply with the terms of this agreement shall be void and of no force and effect.

10.02 If a joint venturer (the "selling joint venturer") receives an offer, whether or not solicited by it, to purchase all or any portion of its interest in the joint venture, and the joint venturer receiving the offer is willing to accept it, it may transfer the interest or portion specified in the offer (the "offered interest") only after it has afforded the other joint venturer the following rights of first refusal.

(a) the selling joint venturer must first notify the other joint venturer in writing of the offered interest, the price and terms on which the offered interest is proposed to be transferred, and the identity of the proposed transferee.

(b) within thirty (30) days after notice of the proposed transfer is given, the other joint venturer, if it desires to purchase all, but not less than all, of the offered interest, shall deliver to the selling joint venturer written notice of election to purchase the offered interest at the price and upon the terms set forth in the selling joint venturer's notice.

(c) If the other joint venturer does not exercise its right to purchase the offered interest, the selling joint venturer may then, at any time within 180 days following the expiration of the thirty-day notice period, transfer the offered interest to the transferee specified in the notice on the same terms and at no less than the price stated in the notice.

10.03 In any event, no interest may be sold, without NETI approval, prior to the time the initial cash capital contributions (paragraph 4.01) from NETI are repaid.

ARTICLE XI
OTHER BUSINESSES

11.01 Joint venturers' other business. A joint venturer may engage in one or more businesses other than one directly competitive to the business of the joint venture and neither the joint venture nor the other joint venturer shall have any right to any income or profit derived by the other joint venturer from such other business activity. Each joint venturer hereby acknowledges that the other joint venturer is engaged in several other business activities.

ARTICLE XII
TERMINATION

12.01 Distribution Upon Termination. The Joint Venture may be terminated as provided by Article III. Upon termination Joint Venturers shall proceed with reasonable promptness to liquidate the business of the Joint Venture. The assets of the Joint Venture business shall be used and distributed in the following order: (i) to pay or provide for the payment of all Joint Venture liabilities and liquidating expenses and obligations; (ii) to equalize the income accounts of the Joint Venturers; (iii) to discharge the balance of the income accounts of the Joint Venturers; (iv) to equalize the capital accounts of the Joint Venturers; and (v) to discharge the balance of the capital accounts of the Joint Venturers.

ARTICLE XIII
LIABILITY OF JOINT VENTURERS

13.01 Liability Standard. Each Joint Venturer shall not be liable to the other Joint Venturer for its acts or omissions to act, or for the acts of omissions to act of its employees and agents unless such acts or omissions were the result of their willful misconduct or gross negligence.

13.02 Indemnification. The Joint Venture, to the extent of its assets, shall indemnify the Joint Venturers and their employees against tort or contractual obligations and expenses in connection with the assertion or defense of such obligations arising from acts or omissions to act which do not constitute willful misconduct or gross negligence.

ARTICLE XIV
ARBITRATION AND ATTORNEYS' FEES

14.01 Arbitration and attorneys' fees. Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration in Detroit in accordance with the rules of the American Arbitration Association then in effect, and judgment upon the award rendered may be entered in any court in the jurisdiction thereof. In the event of an arbitration, legal proceeding or suit, including any suit to compel arbitration to enforce an award, the prevailing party shall be entitled to the costs thereof and its reasonable attorneys' fees in addition to any other judgment or relief which may be granted.

ARTICLE XV
NOTICES

15.01 Notices. All notices provided in this Agreement shall be in writing and shall be sufficient if sent by registered mail to the last known address of the Joint Venturer to whom such notice is given.

ARTICLE XVI
AMENDMENT

16.01 This Joint Venture Agreement may be amended only by written agreement signed by all the parties.

ARTICLE XVII
MERGER CLAUSE

17.01 These Articles embody the full and complete agreement of the parties. Any prior agreements, promises or representations not expressly set forth in this Agreement are of no force or effect. There have been no other representations upon which any Joint Venturer has relied in entering into this Agreement.

ARTICLE XVIII
WARRANTIES AND REPRESENTATIONS

18.01 Warranties and Representations. Each party hereto warrants and represents that:

(a) It is a corporation in good standing with the jurisdiction under which it is incorporated;

(b) It has corporate authority to enter into this Joint Venture Agreement;

(c) Its execution of the Agreement and participation in the Joint Venture in accordance with tyhe terms of the agreement does not violate any agreement or restriction to which it is a party or by which it is bound;

(d) It will execute any documents deemed desirable to file with any appropriate government agency to register the name of the Joint Venture.

Each Joint Venturer shall indemnify and hold harmless the other Joint Venturer for all losses and damages sustained, which arise from or are caused by its breach of any provision of this Agreement or the incorrectness of any warranty or representation contained herein.

ARTICLE XIX
CHOICE OF LAW

19.01 Choice of Law. All questions of law, including questions of interpretation, construction and validity, shall be determined by the laws of the State of Michigan.

ARTICLE XX
SUCCESSORS

20.01 Successors. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, and legal representatives forever.

ARTICLE XXI
COUNTERPARTS

21.01 Counterparts. This Joint Venture Agreement may be executed in counterparts and all such counterparts shall constitute one agreement, binding upon all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands on the dates indicated beside their names.

POINT FOUNDATION

Dated: (1-28), 1985 By: [signature]

NETWORK TECHNOLOGIES
INTERNATIONAL, INC.

Dated: (1-28), 1985 By: [signature]

Whole Earth Access Link

1985-1986 Budget, 12 Months Ending February 2, 1986

Cash Receipts	
Capital Contributions from NETI	$90,000
Revenues from Operations	208,400
Total Receipts	$298,400
Disbursements	
Telephone	$12,000
Marketing	
Brochures	7,500
Sign-up kits	7,500
Travel, entertainment	3,600
Direct mail	13,000
Overhead	
Office space	18,000
Administrative overhead	12,000
Utilities	4,200
Office supplies	3,600
Computer supplies	3,000
Research materials	1,200
Postage	6,000
Insurance	6,000
Legal/Professional	2,400
Salaries	
Sysop	36,000
Sales	24,000
Promotion	3,000
Research/Database	10,000
Office Manager	24,000
Maintenance	2,400
Conference Leader Fees	69,000
Repayment of NETI Capital Contribution	30,000
Total Disbursements	$298,400

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SCHEDULE A

Contribution Amount	Revenue Performance Standards		Transfer Date
	Performance Date (By)	Cumulative Revenue Amount to Performance Date	
1. $40,000			February 2, 1985
2. $15,000	March 28, 1985	$3,000	April 20, 1985
3. $10,000	April 31, 1985	$7,000	May 20, 1985
4. $10,000	May 30, 1985	$15,000	June 20, 1985
5. $10,000	June 31, 1985	$25,000	July 20, 1985
6. $5,000	July 30, 1985	$40,000	August 20, 1985

SB